

(4633.) NAPIER BOROUGH COUNCIL GENERAL LABOURERS AND QUARRY-WORKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and the amendments thereof, this 14th day of April, 1917, between the Wellington General Labourers' Industrial Union of Workers, a duly registered industrial union having its registered office in the City of Wellington, and having a duly registered branch office at Napier, in the Provincial District of Hawke's Bay (hereinafter called "the union"), of the one part, and the Mayor, Councillors, and Burgesses of the Borough of Napier (hereinafter called "the Corporation") of the other part, whereby it is mutually agreed as follows:—

1. That as between the parties hereto the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and the said terms, conditions, stipulations, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Hours of Work.

1. Save as provided by the next succeeding clauses the hours of work shall be forty-seven in each week. Each day's work shall commence at such time as the Corporation shall appoint, and shall cease at 5 o'clock in the afternoon of each day except Saturdays, when work shall cease at noon. All work done after the aforesaid hours shall be deemed to be overtime, and shall be paid for at the rate hereinafter specified. For the purpose of calculating the working-hours in each week each of the several holidays hereinafter provided for shall be deemed to be a working-day of eight hours.

2. For tunnel-work the hours of work shall be eight hours per shift from bank to bank for five shifts a week, including half an hour for meals or crib-time, except that on Saturdays the working-hours shall be four: Provided that the overseer of the Corporation shall be at liberty to dispense with the services of any worker at any time during a shift if in the said overseer's opinion the worker is unsuitable for work, and the worker so discharged shall be

entitled to payment for so long a time only as he shall have actually worked.

3. Six hours shall constitute a full day's work when workers are working in foul air, in tunnels, or in wet places, and such work shall be paid for as if eight hours had been worked. Parts of days shall be paid for at the same proportionate rate. A "wet place" means a place where a worker has to stand in not less than 2 in. of water or where water other than rain is dripping upon him, but shall not include a water-channel of any road or street.

Wages.

4. The following shall be the minimum rates of wages payable to the several classes of workers employed by the Corporation:—

Tunnelmen and timbermen, 12s. per shift. All other underground men, 11s. 6d. per shift.

Destructor work: Cleaning of tubes and pits, 2s. 6d. per hour.

Powdermen, 1s. 6d. per hour.

Hammer and drill men, jumpermen, quarrymen, spawlers, crushermen, and platelayers, 1s. 6d. per hour.

Sewer work: Drainlayers, caulkers, and timbermen, 1s. 6d. per hour.

Men engaged in cleaning cesspits, manholes, drains, and sewers, 2s. per hour.

Asphalt and tar men, kerbing and channelling, concrete-workers, 1s. 4½d. per hour.

Water-mains: Pipelayers and caulkers, 1s. 6d. per hour; all other labour engaged in work in connection with water-mains, 1s. 4½d. per hour.

Gardeners: All work in connection with gardens and gardening, 1s. 4d. per hour.

All other general labour, 1s. 4½d. per hour.

Provided always, and it is expressly agreed and declared notwithstanding anything herein contained, that any labourer who considers himself incapable of earning the wages mentioned in this present clause may be paid such wages as may from time to time be agreed upon in writing between the overseer of the Corporation and the secretary or president of the union, and, in default of such agreement within twenty-four hours after such labourer shall have applied in writing to the secretary of the union stating his desire that such wages shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such labourer after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application.

Any labourer whose wages shall have been so fixed may work and be employed by the Corporation for such less wages for the period

of six calendar months thereafter, and after the expiration of the said period of six calendar months until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wages to be again fixed in manner prescribed by this clause.

Overtime.

5. All time worked after 5 o'clock in the afternoon of each working-day except Saturdays, and after noon on Saturdays and on the holidays hereinafter mentioned, shall be deemed to be overtime, and shall be paid for as follows: For the first two hours, at the rate of time and a quarter; after the first two hours, at the rate of time and a half; on Sundays, double time; and on all of the holidays specified in paragraph 6 hereof, at the rate of time and a third. The rate of wage payable as aforesaid for and in respect of overtime for the holidays above referred to shall be in addition to the ordinary rate of wages payable during working-hours, and the rate of wage payable as aforesaid in respect of overtime in all other cases shall be in substitution for and not by way of addition to the ordinary rate of wages payable during working-hours.

Holidays.

6. The following holidays shall be allowed without any stoppage of pay: New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Labour Day, Show Day, and the Sovereign's Birthday.

Suburban Work.

7. "Suburban work" means work performed by a labourer outside a radius of one mile from the General Post-office, Napier.

8. All workmen employed on suburban work shall be allowed and paid for the time reasonably occupied in walking to and from such work unless some suitable mode of conveyance be provided: Provided always that no workman shall be paid or allowed anything in respect hereof whose place of abode shall be situate within one mile of the place where he is working, notwithstanding that the last-named place may be outside the radius of one mile from the said General Post-office, Napier.

Preference.

9. The Corporation shall employ members of the union in preference to non-unionists, provided that there are members of the union of sober and trustworthy habits equally qualified, ready and willing to carry out, and capable of performing the particular work required to be done, and provided also that the union shall carry out and observe the provisions of the next succeeding clause in reference to the keeping and supplying of an employment-book.

Employment-book.

10. An employment-book shall be kept by the union at a convenient office at Napier, the situation of which shall be notified by the union to the Corporation, and the said book shall be open for inspection by the Corporation and its servants free of charge during working-hours.

General.

11. All tools and watertight gum boots necessary for use in the work of the Corporation shall be supplied by and shall belong to the Corporation.

12. The Corporation shall supply life-ropes for use in quarrying-work on all workings where the men engaged thereon are working more than 10 ft. from the bottom of the quarry. It shall be the duty of the foreman or person in charge of the work to examine the life-ropes on every occasion before they are used: Provided that nothing herein contained shall render the Corporation liable to any further or greater degree or otherwise howsoever than it is or may be liable under the law for the time being in force relating to employer's liability for accidents and workers' compensation.

Term of Agreement.

13. This agreement shall take effect from the 1st day of September, 1916, and shall continue in force until the 1st day of September, 1917.

In witness whereof the said parties hereto have hereunto caused their common seal to be affixed the day and year first hereinbefore written.

[SEAL.]

J. VIGOR BROWN, Mayor.

W. J. McGRATH, Councillor.

Sealed with the common seal of the Mayor, Councillors, and Burgesses of the Borough of Napier, and signed by John Vigor Brown and William James McGrath, two members of the Council of the said borough, in the presence of—M. Murray, Town Clerk.

[SEAL.]

F. STOTT, President.

M. J. REARDON, Secretary.

Sealed with the common seal of the Wellington General Labourers' Industrial Union of Workers, and signed by Fred. Stott, president, and M. J. Reardon in the presence of—F. Niall.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.